REMARKS

In the action of February 2, 2010, which has been made final, the examiner rejected claims 1, 2 and 24 under 35 U.S.C. §103 as unpatentable over Kramer *et al* in view of Parker and further in view of Seidman *et al*; rejected claims 1-3, 5-8, 10, 12,13, 20 and 24 under 35 U.S.C. §103 as unpatentable over Green in view of Hilscher *et al*, Parker and further in view of Seidman; rejected claims 22 and 23 under 35 U.S.C. §103 as unpatentable over Green in view of Hilscher, Parker and further in view of Wada and rejected claims 4, 9, 11, 14-16, 18 and 19 under 35 U.S.C. §103 as unpatentable over Green in view of Valiulis and further in view of Parker.

The action of the examiner has been carefully reviewed by applicant, including the examiner's response to applicant's previous arguments in paragraph 8 of the action. In this amendment, applicant has amended the independent claims concerning the meaning of the term "trial use". In particular, the claims now specify that the personal care appliance is pre-enabled for a limited time trial use, permitting use of the personal care appliance during the time of trial use without payment or obligation of payment. This language simply clarifies the concept of trial use used throughout the description and the use of that term in referenced patent application No. 09/588,807, as well as clarifying the meaning of the "one-time payment" language in the claims.

As indicated previously and in the description, the decision to purchase a power toothbrush which is considerably more expensive than conventional manual brushes is difficult without a time of trial use to prove its worth to the user. A "trial use" in applicant's invention permits the potential customer to use the appliance with no payment obligation for a limited time.

The amended independent claims are patentably distinguished over the primary references to Kramer and Green relative to the time of trial use being without payment or obligation of payment. Green is directed toward a rental arrangement, in which the appliance/device is not provided to the user without an initial payment. This arrangement does not meet the limitations of pre-enablement of a personal care appliance for a limited time trial use, permitting such use without payment during the trial time. Hence, the independent claims are patentable over the combination of Green and the other references (Hilscher, Parker and Seidman).

While Kramer is not directed toward a rental agreement like Green requiring an up-front payment, there is no teaching or suggestion of a trial use of the kind set forth in applicant's claims. Col. 1, pages 18-20 of Kramer, states that while "consumers often procure computer systems with little or no money down", there is a contract of payment executed by the user before the start-up process of the computer system is completed (col. 5, l. 67-col. 6, l. 8). Kramer teaches a payment assurance system by which use of a computer system is provided only after there is an executed obligation of payment on the part of the user. There is hence no "trial use" in Kramer of the claimed kind involving a "risk-free" period of use without a price (payment) obligation.

Kramer is directed toward solving the problem of ensuring timely periodic payments, following an initial promise of payments which is made by a user in order to obtain the desired computer system and access to internet services. In applicant's system, there is no promise of payment for the trial period. Only at the end of the trial period is a one-time payment made, which is at the sole option of the customer. At that point, the device is enabled for permanent long-time use without further compensation. The claimed arrangement solves applicant's problem (which is different than Kramer's problem), i.e. to improve sales of expensive personal care appliances, such as power toothbrushes. The promise to pay at the start of the use in Kramer is anomalous to applicant's invention, which provides use for a limited time without payment or obligation of payment. Accordingly, the independent claims are patentable over the combination of Kramer and the other cited references (Parker and Seidman). As indicated previously, Seidman appears to add nothing to the examiner's position. It is concerned with content and only provides initially a sample of selected content. It does not involve a "trial use" of a device and it would simply not be reasonable for one skilled in the art who is attempting to increase sales of an expensive personal care appliance to modify Green or Kramer on the basis of Seidman's teaching to provide a trial use of an entire appliance.

Since the dependent claims are dependent on one of the independent claims, those claims are also allowable.

Allowance of the application is now respectfully requested.

Respectfully submitted,

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